REMARKS

Claims 1-45 were originally presented in the subject application. Claims 1, 16 and 31 were amended in a Response dated December 30, 2003, to correct a typographical error. Claims 1, 2, 16, 31 and 32 were amended in a Response dated June 23, 2004. Claims 46-60 have herein been added to more particularly point out and distinctly claim the subject invention. No claims have herein been amended or canceled. Therefore, claims 1-60 remain in this case.

The addition of new matter has been scrupulously avoided. In that regard, support for new claims 46-60 can be found throughout the specification, for example, claims 1-15.

Applicants respectfully request reconsideration and withdrawal of the grounds of rejection.

Objection to Drawings

In an Office Action dated March 26, 2004, FIG. 2 was objected to under 37 C.F.R. §1.84(p)(5) for failing to include reference numeral 200.

In a response dated June 23, 2004, Applicants included a proposed drawing correction. The final Office Action made no reference to the proposed drawing correction or the drawing objection. Presumably, then, the proposed correction was acceptable. If that is not the case, the Examiner is requested to so state in the next action.

35 U.S.C. §103(a) Rejection

The Office Action rejected claims 1, 2, 8, 14-17, 23, 29-32, 44 and 45 under 35 U.S.C. §103(a), as allegedly obvious over Dialog File 613 (PR Newswire, "Vetcentric.com Web-Enables Veterinary Supply Chain Using Neon Technology," dated July 13, 2000), in view of Stadelmann (U.S. Patent No. 6,415,156). Applicants respectfully, but most strenuously, traverse this rejection.

Claim 1 recites, for example, obtaining an entitled price and an estimated date of delivery, within the private electronics environment while the purchaser waits.

With respect to the above aspect of claim 1, the final Office Action alleges:

> PR Newswire does not expressly disclose obtaining an entitled price and an estimated date of delivery or the electronic order confirmation comprises the entitled price and the estimated date of delivery. Stadelmann discloses obtaining an entitled price and an estimated date of delivery or the electronic order confirmation comprises the entitled price and the estimated date of delivery (see col. 3, lines 3-29).

However, Applicants wish to draw the Examiner's attention to the fact that the term "entitled price" is recited in claim 1, yet the final Office Action treats the term as if it were simply "price," ignoring the word "entitled." An entitled price is described in the present application as "...the price a buyer is entitled to for a given item based on an entitlement, such as, for example, a contract with the seller or a promotional offer from the seller (e.g., a coupon) or a program with a business partner of the seller (e.g., "point" programs similar to airline mileage programs)." See the present application at page 2, lines 14-17. Indeed, this is consistent with the ordinary meaning of "entitlement," which is defined for example, in relevant part, in Webster's Ninth New Collegiate Dictionary as "a right to benefits specified esp. by law or contract."

As noted in the present application, obtaining an entitled price is no small task, let alone doing so in real time. For example, when a large corporation has a complicated pricing contract with a seller, determining the price can require determining various variables and performing calculations based on those variables.

In stark contrast, the cited section of Stadelmann, column 3, lines 3-29, describes a situation where there clearly is no entitlement; there is no right to a particular price; it is simply a conventional buyer-seller relationship where the seller sets pricing/terms (i.e., makes an offer) and the buyer buys if acceptable. There is no entitlement in that situation until at least the buyer agrees to the pricing/terms, and even then, the terms may state that no right is created until the seller confirms, for example, or the terms may allow the seller to

cancel the order for any number of reasons. In short, Stadelmann fails to teach or suggest an entitled price.

Claim 1 also recites, as another example, automatically returning an electronic order confirmation from the private electronic environment to the public electronic environment for providing to the purchaser, wherein the electronic order confirmation comprises the entitled price and the estimated date of delivery.

Since Stadelmann fails to teach or suggest an entitled price, Applicants submit it cannot teach or suggest returning an electronic order confirmation that includes the entitled price.

Therefore, Applicants submit claim 1 cannot be made obvious over Dialog File 613 in view of Stadelmann.

Independent claims 16, 31 and 46 contain limitations similar to those argued above with respect to claim 1. Thus, the remarks made above with respect to claim 1 are equally applicable to those claims. Therefore, claims 16, 31 and 46 also cannot be made obvious over Dialog File 613 in view of Stadelmann.

Applicants submit that the dependent claims are allowable for the same reasons as the independent claims from which they directly or ultimately depend, as well as for their additional limitations.

For example, against claims 2, 8, 32 and 38, the final Office Action cites case law in support of not giving weight to certain limitations in the claims. *In re Gulack*, the first cited case, is a printed matter case, and, therefore, not applicable. More surprising, however, is the citation to *In re Lowry*, which came after *In re Gulack*, and specifically stands for the proposition that printed matter case law is inapplicable to computer-based inventions, overturning a rejection of a data structure claim that had been upheld by the Board on printed matter grounds. Thus, within the case law itself cited in the final Office Action is the clear direction that printed matter rejections are not to be used in cases such as the present application.

The printed matter basis for rejection manifests itself in the "nonfunctional descriptive material" reasoning that is sprinkled in other specific rejections of dependent claims and is likewise improper.

CONCLUSION

For all the above reasons, Applicants maintain that the claims of the subject application define patentable subject matter and earnestly request allowance of claims 1-60.

If a telephone conference would be of assistance in advancing prosecution of the subject application, Applicants' undersigned attorney invites the Examiner to telephone him at the number provided.

Wayne F. Reinke
Attorney for Applicants
Registration No.: 36,650

Dated: November 5, 2004.

HESLIN ROTHENBERG FARLEY & MESITI P.C.
5 Columbia Circle
Albany, New York 12203-5160
Telephone: (518) 452-5600
Facsimile: (518) 452-5579